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9 IN THE UNITED STATES DISTRICT COURT  
10 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
11 SOUTHERN DIVISION  
12

13 **The People of the State of California,**  
14  
15 Plaintiff,  
16  
17 v.  
18 **E-JUICE VAPOR, INC.,**  
19 **FLAWLESS NEW 2020 LLC, HIND**  
20 **MALIK, ALA ABUFARIE in their**  
21 **official capacity as Chief Executive**  
**Officer, Chief Financial Officer,**  
22 **Managing Member, and Director,**  
23 Defendant.

8:23-cv-02372-JWH-KES

**[PROPOSED] STIPULATED  
PROTECTIVE ORDER**

**[Discovery Document: Referred to  
Magistrate Judge Karen E. Scott]**

Judge: The Honorable Karen E.  
Scott

Action Filed: 12/14/2023

24 1. A. PURPOSES AND LIMITATIONS

25 Plaintiff the People of the State of California brought the above-captioned  
26 action, Civil Action No. 8:23-cv-02372-JWH-KES (“Action”), against Defendants  
27 E-juice Vapor, Inc., Flawless New 2020 LLC, Hind Malik, and Ala Abufarie.  
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1       Discovery in this action is likely to involve production of confidential,  
2       proprietary, or private information for which special protection from public  
3       disclosure and from use for any purpose other than prosecuting this litigation may  
4       be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
5       enter the following Stipulated Protective Order. The parties acknowledge that this  
6       Order does not confer blanket protections on all disclosures or responses to  
7       discovery and that the protection it affords from public disclosure and use extends  
8       only to the limited information or items that are entitled to confidential treatment  
9       under the applicable legal principles. The parties further acknowledge, as set forth  
10      in Section 12.3, below, that this Stipulated Protective Order does not entitle them to  
11      file confidential information under seal; Civil Local Rule 79-5 sets forth the  
12      procedures that must be followed and the standards that will be applied when a  
13      party seeks permission from the court to file material under seal.

14      B.   GOOD CAUSE STATEMENT

15      Federal Rules of Civil Procedure, Rule 26(c)(1) states in pertinent part, that  
16      the Court, upon a showing of good cause may “issue an order to protect a party  
17      from annoyance, embarrassment, oppression, or undue burden or expense.”  
18      Fed.R.Civ.P.26(c)(1).

19      The parties in this action will be producing certain documents and/or  
20      disclosing certain information pursuant to Rules 26, 33, and 34 of the Federal Rules  
21      of Civil Procedure that they may deem to be confidential or sensitive or otherwise  
22      inappropriate for disclosure beyond the litigation. These documents and/or  
23      information include: confidential personal information of consumers, including  
24      documents and information relating to age verification; confidential business and  
25      financial information; law enforcement sensitive information, including records of  
26      investigations and information regarding law enforcement techniques and  
27      procedures; and information otherwise generally unavailable to the public, or which  
28      may be privileged or otherwise protected from disclosure under state or federal

1 statutes, court rules, case decisions, or common law. Accordingly, to expedite the  
2 flow of information, to facilitate the prompt resolution of disputes over  
3 confidentiality of discovery materials, to adequately protect information the parties  
4 are entitled to keep confidential, to ensure that the parties are permitted reasonable  
5 necessary uses of such material in preparation for and in the conduct of trial, to  
6 address their handling at the end of the litigation, and serve the ends of justice, a  
7 protective order for such information is justified in this matter. It is the intent of the  
8 parties that information will not be designated as confidential for tactical reasons  
9 and that nothing be so designated without a good faith belief that it has been  
10 maintained in a confidential, non-public manner, and there is good cause why it  
11 should not be part of the public record of this case.

## 12 2. DEFINITIONS

13 2.1 Action: means the above-entitled proceeding, *People of the State of*  
14 *California v. E-juice Vapor et. al.*, Civil Action No. 8:23-cv-02372-JWH-KES.

15 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
16 of information or items under this Order.

17 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
18 how it is generated, stored or maintained) or tangible things that qualify for  
19 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
20 the Good Cause Statement.

21 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
22 support staff).

23 2.5 Designating Party: a Party or Non-Party that designates information or  
24 items that it produces in disclosures or in responses to discovery as  
25 “CONFIDENTIAL.”

26 2.6 Disclosure or Discovery Material: all items or information, regardless of  
27 the medium or manner in which it is generated, stored, or maintained (including,  
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1 among other things, testimony, transcripts, and tangible things), that are produced  
2 or generated in disclosures or responses to discovery in this matter.

3 2.7 Expert: a person with specialized knowledge or experience in a matter  
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
5 an expert witness or as a consultant in this Action.

6 2.8 House Counsel: attorneys who are employees of a party to this Action.  
7 House Counsel does not include Outside Counsel of Record or any other outside  
8 counsel.

9 2.9 Non-Party: any natural person, partnership, corporation, association, or  
10 other legal entity not named as a Party to this action.

11 2.10 Outside Counsel of Record: attorneys who are not employees of a party  
12 to this Action but are retained to represent or advise a party to this Action and have  
13 appeared in this Action on behalf of that party or are affiliated with a law firm  
14 which has appeared on behalf of that party, and includes support staff.

15 2.11 Party: any party to this Action, including all of its officers, directors,  
16 employees, consultants, retained experts, and Outside Counsel of Record (and their  
17 support staff).

18 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
19 Discovery Material in this Action.

20 2.13 Professional Vendors: persons or entities that provide litigation support  
21 services (*e.g.*, photocopying, videotaping, translating, preparing exhibits or  
22 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
23 and their employees and subcontractors.

24 2.14 Protected Material: any Disclosure or Discovery Material that is  
25 designated as “CONFIDENTIAL.”

26 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
27 from a Producing Party.

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1     3.    SCOPE

2           The protections conferred by this Stipulation and Order cover not only  
3   Protected Material (as defined above), but also (1) any information copied or  
4   extracted from Protected Material; (2) all copies, excerpts, summaries, or  
5   compilations of Protected Material; and (3) any testimony, conversations, or  
6   presentations by Parties or their Counsel that might reveal Protected Material.

7           Any use of Protected Material at trial shall be governed by the orders of the  
8   trial judge. This Order does not govern the use of Protected Material at trial.

9     4.    DURATION

10          Even after final disposition of this litigation, the confidentiality obligations imposed  
11   by this Order shall remain in effect until a Designating Party agrees otherwise in  
12   writing or a court order otherwise directs. Final disposition shall be deemed to be  
13   the later of (1) dismissal of all claims and defenses in this Action, with or without  
14   prejudice; and (2) final judgment herein after the completion and exhaustion of all  
15   appeals, rehearings, remands, trials, or reviews of this Action, including the time  
16   limits for filing any motions or applications for extension of time pursuant to  
17   applicable law.

18          To the extent permitted by law, the Court shall retain jurisdiction to enforce,  
19   modify, or reconsider this Order not exceeding six months after the final disposition  
20   of this action.

21    5.    DESIGNATING PROTECTED MATERIAL

22          5.1   Exercise of Restraint and Care in Designating Material for Protection.

23   Each Party or Non-Party that designates information or items for protection under  
24   this Order must take care to limit any such designation to specific material that  
25   qualifies under the appropriate standards. The Designating Party must designate for  
26   protection only those parts of material, documents, items, or oral or written  
27   communications that qualify so that other portions of the material, documents,  
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1 items, or communications for which protection is not warranted are not swept  
2 unjustifiably within the ambit of this Order.

3 Mass, indiscriminate, or routinized designations are prohibited. Designations  
4 that are shown to be clearly unjustified or that have been made for an improper  
5 purpose (e.g., to unnecessarily encumber the case development process or to  
6 impose unnecessary expenses and burdens on other parties) may expose the  
7 Designating Party to sanctions.

8 If it comes to a Designating Party's attention that information or items that it  
9 designated for protection do not qualify for protection, that Designating Party must  
10 promptly notify all other Parties that it is withdrawing the inapplicable designation.

11 5.2 Manner and Timing of Designations. Except as otherwise provided in  
12 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
13 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
14 under this Order must be clearly so designated before the material is disclosed or  
15 produced.

16 Designation in conformity with this Order requires:

17 (a) for information in documentary form (e.g., paper or electronic  
18 documents, but excluding transcripts of depositions or other pretrial or trial  
19 proceedings), that the Producing Party affix, at a minimum, the legend  
20 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
21 contains protected material. If only a portion or portions of the material on a page  
22 qualifies for protection, the Producing Party also must clearly identify the protected  
23 portion(s) (e.g., by making appropriate markings in the margins).

24 A Party or Non-Party that makes original documents available for inspection  
25 need not designate them for protection until after the inspecting Party has indicated  
26 which documents it would like copied and produced. During the inspection and  
27 before the designation, all of the material made available for inspection shall be  
28 deemed "CONFIDENTIAL." After the inspecting Party has identified the

1 documents it wants copied and produced, the Producing Party must determine  
2 which documents, or portions thereof, qualify for protection under this Order. Then,  
3 before producing the specified documents, the Producing Party must affix the  
4 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a  
5 portion or portions of the material on a page qualify for protection, the Producing  
6 Party also must clearly identify the protected portion(s) (e.g., by making  
7 appropriate markings in the margins).

8 (b) for testimony given in depositions that the Designating Party identify the  
9 Disclosure or Discovery Material on the record, before the close of the deposition  
10 all protected testimony.

11 (c) for information produced in some form other than documentary and for  
12 any other tangible items, that the Producing Party affix in a prominent place on the  
13 exterior of the container or containers in which the information is stored the legend  
14 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
15 protection, the Producing Party, to the extent practicable, shall identify the  
16 protected portion(s).

17 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
18 failure to designate qualified information or items does not, standing alone, waive  
19 the Designating Party’s right to secure protection under this Order for such  
20 material. Upon timely correction of a designation, the Receiving Party must make  
21 reasonable efforts to assure that the material is treated in accordance with the  
22 provisions of this Order.

## 23 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

24 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
25 designation of confidentiality at any time that is consistent with the Court’s  
26 Scheduling Order.

1           6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
2 resolution process under Local Rule 37.1 et seq. or follow the procedures for  
3 informal, telephonic discovery hearings on the Court's website.

4           6.3 The burden of persuasion in any such challenge proceeding shall be on  
5 the Designating Party. Frivolous challenges, and those made for an improper  
6 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
7 parties) may expose the Challenging Party to sanctions. Unless the Designating  
8 Party has waived or withdrawn the confidentiality designation, all parties shall  
9 continue to afford the material in question the level of protection to which it is  
10 entitled under the Producing Party's designation until the Court rules on the  
11 challenge.

## 12   7. ACCESS TO AND USE OF PROTECTED MATERIAL

13           7.1 Basic Principles. A Receiving Party may use Protected Material that is  
14 disclosed or produced by another Party or by a Non-Party in connection with this  
15 Action only for prosecuting, defending, or attempting to settle this Action. Such  
16 Protected Material may be disclosed only to the categories of persons and under the  
17 conditions described in this Order. When the Action has been terminated, a  
18 Receiving Party must comply with the provisions of section 13 below (FINAL  
19 DISPOSITION).

20           Protected Material must be stored and maintained by a Receiving Party at a  
21 location and in a secure manner that ensures that access is limited to the persons  
22 authorized under this Order.

23           7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
24 otherwise ordered by the court or permitted in writing by the Designating Party, a  
25 Receiving Party may disclose any information or item designated  
26 "CONFIDENTIAL" only to:



1 (a) the Receiving Party's Outside Counsel of Record in this Action, as well  
2 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
3 to disclose the information for this Action;

4 (b) the named parties, the officers, directors, and employees (including  
5 House Counsel) of the Receiving Party to whom disclosure is reasonably necessary  
6 for this Action;

7 (c) Experts (as defined in this Order), consultants, or investigators, including  
8 their staff, of the Receiving Party to whom disclosure is reasonably necessary for  
9 this Action and who have signed the "Acknowledgment and Agreement to Be  
10 Bound" (Exhibit A);

11 (d) the court and its personnel;

12 (e) court reporters and their staff;

13 (f) professional jury or trial consultants, mock jurors, and Professional  
14 Vendors to whom disclosure is reasonably necessary for this Action and who have  
15 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

16 (g) the author or recipient of a document containing the information or a  
17 custodian or other person who otherwise possessed or knew the information;

18 (h) during their depositions, witnesses and attorneys for witnesses, in the  
19 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
20 requests that the witness sign the form attached as Exhibit A hereto; and (2) they  
21 will not be permitted to keep any confidential information unless they sign the  
22 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise  
23 agreed by the Designating Party or ordered by the court. Pages of transcribed  
24 deposition testimony or exhibits to depositions that reveal Protected Material may  
25 be separately bound by the court reporter and may not be disclosed to anyone  
26 except as permitted under this Stipulated Protective Order;

27 (i) any mediator or settlement officer, and their supporting personnel,  
28 mutually agreed upon by any of the parties engaged in settlement discussions.

(j) outside photocopying, microfilming, or database service providers, trial support firms, graphic production services, litigation support services, and translators engaged by the parties during this Action to whom disclosure is reasonably necessary for this Action; and

(k) other persons only after notice to all parties and upon order of the Court or upon written consent of the Designating Party.

#### 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena, a court order, or other legal process (e.g., Public Records Act request) that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

1     9.    A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
 2     PRODUCED IN THIS LITIGATION

3           (a)   The terms of this Order are applicable to information produced by a Non-  
 4     Party in this Action and designated as “CONFIDENTIAL.” Such information  
 5     produced by Non-Parties in connection with this litigation is protected by the  
 6     remedies and relief provided by this Order. Nothing in these provisions should be  
 7     construed as prohibiting a Non-Party from seeking additional protections.

8           (b)   In the event that a Party is required, by a valid discovery request, to  
 9     produce a Non-Party’s confidential information in its possession, and the Party is  
 10    subject to an agreement with the Non-Party not to produce the Non-Party’s  
 11    confidential information, then the Party shall:

12           (1)   promptly notify in writing the Requesting Party and the Non-Party  
 13    that some or all of the information requested is subject to a confidentiality  
 14    agreement with a Non-Party;

15           (2)   promptly provide the Non-Party with a copy of the Stipulated  
 16    Protective Order in this Action, the relevant discovery request(s), and a reasonably  
 17    specific description of the information requested; and

18           (3)   make the information requested available for inspection by the Non-  
 19    Party, if requested.

20           (c)   If the Non-Party fails to seek a protective order from this court within 14  
 21    days of receiving the notice and accompanying information, the Receiving Party  
 22    may produce the Non-Party’s confidential information responsive to the discovery  
 23    request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
 24    not produce any information in its possession or control that is subject to the  
 25    confidentiality agreement with the Non-Party before a determination by the court.  
 26    Absent a court order to the contrary, the Non-Party shall bear the burden and  
 27    expense of seeking protection in this court of its Protected Material.

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10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on

1 any ground to use in evidence of any of the material covered by this Protective  
2 Order.

3 12.3 Filing Protected Material. A Party that seeks to file under seal any  
4 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
5 may only be filed under seal pursuant to a court order authorizing the sealing of the  
6 specific Protected Material at issue. If a Party's request to file Protected Material  
7 under seal is denied by the court, then the Receiving Party may file the information  
8 in the public record unless otherwise instructed by the court.

9 12.4 In the event that additional persons or entities become parties to this  
10 Action, such parties shall not have access to Protected Material produced by or  
11 obtained from any Designating Party until the newly-joined parties or their counsel  
12 confirm in writing to all other parties that they have read this Order and agree to be  
13 bound by its terms.

14 12.5 This Order shall not prevent any party from applying to the Court for  
15 further or additional protective orders, for the modification of this Order, or from  
16 agreeing with the other parties to modify this Order, subject to the Court's  
17 approval.

### 18 13. FINAL DISPOSITION

19 After the final disposition of this Action, as defined in paragraph 4, within 90  
20 days of a written request by the Designating Party, each Receiving Party must  
21 return all Protected Material to the Producing Party or destroy such material. As  
22 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
23 compilations, summaries, and any other format reproducing or capturing any of the  
24 Protected Material. Whether the Protected Material is returned or destroyed, the  
25 Receiving Party must submit a written certification to the Producing Party (and, if  
26 not the same person or entity, to the Designating Party) by the 90-day deadline that  
27 (1) identifies (by category, where appropriate) all the Protected Material that was  
28 returned or destroyed and (2) affirms that the Receiving Party has not retained any

1 copies, abstracts, compilations, summaries or any other format reproducing or  
2 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
3 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
4 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
5 and trial exhibits, expert reports, attorney work product, and consultant and expert  
6 work product, even if such materials contain Protected Material. Any such archival  
7 copies that contain or constitute Protected Material remain subject to this Protective  
8 Order as set forth in Section 4 (DURATION).

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1 14. Any violation of this Order may be punished by any and all appropriate  
2 measures including, without limitation, contempt proceedings and/or monetary  
3 sanctions.

4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

5  
6 Dated: June 21, 2024

Respectfully submitted,

7 ROB BONTA  
8 Attorney General of California  
9 NATALIE S. TORRES  
Supervising Deputy Attorney General

10 **Lesya N. Kinnamon**

11 LESYA N. KINNAMON  
12 DAVID C. GOODWIN  
13 TAYLOR ANN WHITEMORE  
14 Deputy Attorneys General  
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California

15  
16 KLEINBERG & LERNER, LLP

17 **Michael Hurey**

18 MICHAEL HUREY  
19 Attorney for Defendants E-Juice  
20 Vapor, Inc., Flawless New 2020,  
LLC, Ala Abufarie and Hind Malik

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1 The attorney filing this document attests that all other signatories listed, and  
2 on whose behalf the filing is submitted, concur in the filing's content and have  
3 authorized the filing. *See* L.R. 5-4.3.4(a)(2)(i).

4  
5 Dated: June 21, 2024

**Lesya N. Kinnamon**  
Deputy Attorney General  
*Attorney for Plaintiff State of  
California*

8 **ORDER**

9 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

10  
11 Dated: June 24, 2024

*Karen E. Scott*  
Karen E. Scott  
UNITED STATES MAGISTRATE  
JUDGE



## EXHIBIT A

### ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
 that I have read in its entirety and understand the Stipulated Protective Order that  
 was issued by the United States District Court for the Central District of California  
 on [date] in the case of \_\_\_\_\_ **[insert formal name of the case and the  
 number and initials assigned to it by the court]**. I agree to comply with and to be  
 bound by all the terms of this Stipulated Protective Order and I understand and  
 acknowledge that failure to so comply could expose me to sanctions and  
 punishment in the nature of contempt. I solemnly promise that I will not disclose in  
 any manner any information or item that is subject to this Stipulated Protective  
 Order to any person or entity except in strict compliance with the provisions of this  
 Order. I further agree to submit to the jurisdiction of the United States District  
 Court for the Central District of California for the purpose of enforcing the terms of  
 this Stipulated Protective Order, even if such enforcement proceedings occur after  
 termination of this action. I hereby appoint \_\_\_\_\_ [print  
 or type full name] of \_\_\_\_\_ [print or type  
 full address and telephone number] as my California agent for service of process in  
 connection with this action or any proceedings related to enforcement of this  
 Stipulated Protective Order. Date: \_\_\_\_\_  
 City and State where sworn and signed: \_\_\_\_\_  
 Printed name: \_\_\_\_\_  
 Signature: \_\_\_\_\_